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2010 MAR 25 AM 11:28
CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

LOCKE LORD BISSELL & LIDDELL LLP

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Attorneys for Defendants

AMERICAN HOME MORTGAGE SERVICING, INC

and DAVID FRIEDMAN

UNITED STATES DISTRICT COURT

CENTRAL DISTRICT OF CALIFORNIA – EASTERN DIVISION

Arletta Wright,

Plaintiff,

v.

American Home Mortgage Servicing, Inc. &
David Friedman, CEO,

Defendants.

) CASE NO. 5:10-cv-447 VAP (VBK)

)
) **DEFENDANTS' NOTICE OF**
) **REMOVAL**

) [28 U.S.C. §§ 1331, 1332 and 1441]

) [Superior Court of California, County
) of Riverside, Case No. RIC
) 10002617]

) Complaint Filed: February 18, 2010

**TO THE CLERK OF THE ABOVE-ENTITLED COURT, ALL INTERESTED
PARTIES AND THEIR ATTORNEYS OF RECORD:**

Pursuant to 28 U.S.C. §§ 1331, 1332, 1367, 1441 and 1446, Defendants
American Home Mortgage Servicing, Inc. ("AHMSI") and David Friedman (together,
"Defendants") hereby remove this action from the Superior Court of California,
County of Riverside, to the United States District Court for the Central District of

Locke Lord Bissell & Liddell LLP
300 South Grand Avenue, Suite 2600
Los Angeles, CA 90071

CONFORM
COPY

California, Eastern Division and state as follows:

STATEMENT OF THE CASE

1. On February 18, 2010, plaintiff Arletta Wright ("Plaintiff" or "Wright") commenced an action in the Superior Court of California, County of Riverside, entitled *Arletta Wright v. American Home Mortgage Servicing Inc. et al.*, Case No. RIC 10002617 (the "State Court Action"). Plaintiff served the summons and complaint in the State Court Action on Defendants on February 23, 2010. True and accurate copies of the summons and complaint in the State Court Action are attached hereto as Exhibit 1. This is the only state court pleading or order served on any of the Defendants as of the date of this filing.

2. This Notice of Removal is filed within 30 days of service of the Complaint on Defendants and, thus, within 30 days of the date any Defendant became aware of the State Court Action. Removal is therefore timely in accordance with 28 U.S.C. § 1446(b).

3. Plaintiff's Complaint purports to assert four causes of action, identified and/or generally alleged as follows:

- (1) Fraud;
- (2) Violation of the Truth In Lending Act ("TILA") and Consumer Credit Protection Act, 15 U.S.C. § 1601 *et seq.*;
- (3) Violation of the Real Estate Settlement Procedures Act, 12 U.S.C. § 2601 *et seq.* ("RESPA"); and
- (4) Breach of contract and mortgage fraud.

FEDERAL QUESTION JURISDICTION

4. A case may be removed to a federal court if it could have been brought in that federal court originally. 28 U.S.C. § 1441(b); *Rivet v. Regions Bank of Louisiana*, 522 U.S. 470, 474 (1998).

///

///

Locke Lord Bissell & Liddell LLP
300 South Grand Avenue, Suite 2600
Los Angeles, CA 90071

5. This Court has jurisdiction over this matter under 28 U.S.C. § 1331 because several of Plaintiff's claims arise under the laws of the United States. The Supreme Court has held that federal courts have jurisdiction to hear, originally or by removal from state court, cases where federal law creates the cause of action or that the plaintiff's right to relief necessarily depends on resolution of a substantial question of federal law. *See Franchise Tax Bd. v. Construction Laborers Vacation Trust*, 463 U.S. 1, 9 (1983).

6. Plaintiff alleges claims for violation of TILA (15 U.S.C. § 1601 *et seq.*) and RESPA (12 U.S.C. § 2601 *et seq.*).

7. Moreover, pursuant to 28 U.S.C. § 1367(a), the Court has supplemental jurisdiction over Plaintiff's state and common law claims. Federal district courts have supplemental jurisdiction over state law claims that share a "common nucleus of operative facts" with a federal claim. *City of Chicago v. International College of Surgeons*, 522 U.S. 156, 164-65 (1997). Plaintiff's state and common law claims and Plaintiff's federal claims form part of the same case or controversy and, accordingly, arise out of a common nucleus of operative facts.

DIVERSITY JURISDICTION

8. This Court also has jurisdiction over this matter under 28 U.S.C. § 1332, because there is complete diversity of citizenship between Plaintiff and all Defendants and more than \$75,000, exclusive of interest and costs, is at stake.

9. Plaintiff is a resident of Temecula, California, in the County of Riverside. Thus, Plaintiff is a citizen of California.

10. None of the Defendants in this action are now, or at the time of the filing of the Complaint were, a citizen of California.

11. AHMSI is a Delaware corporation with its principal place of business in Texas. AHMSI's "high level officers direct, control, and coordinate the corporation's activities" out of its Coppell, Texas offices. *Hertz Corp. v. Friend*, ___ U.S. ___, 138 S.Ct. 1181 (2010). Accordingly, AHMSI is not a citizen of California.

12. Defendant David Friedman's domicile currently, and at the time this lawsuit was filed, is Texas. He is therefore a citizen of Texas.

13. Plaintiff specifically seeks damages in the amount of \$240,513.59. Therefore, the amount in controversy exceeds \$75,000.

REMOVAL REQUIREMENTS

14. The undersigned counsel represents Defendants AHMSI and David Friedman in this matter, who both join in this Notice of Removal. Upon information and belief, no other defendants have been served with the Complaint in this matter, and therefore additional consent to this removal is not required. *Emrich v. Touche Ross & Co.*, 846 F.2d 1190, 1193 n.1 (9th Cir. 1988) (requirement for consent applies "only to defendants properly joined and served in the action").

15. Venue is proper in this Court, pursuant to 28 U.S.C. § 1441(a), because the Central District of California is the federal judicial district embracing the Superior Court of California for the County of Riverside, where the State Court Action was originally filed.

16. The Eastern Division of the Central District of California is proper because Plaintiff resides in the Eastern Division, each defendant resides in a place outside of the Central District of California, and all of Plaintiff's claims arose in the Eastern Division. General Order 349-A.

CONCLUSION


By this Notice of Removal and the associated attachments, Defendants do not waive any objections they may have as to service, jurisdiction or venue, or any other defenses or objections they may have to this action. Defendants intend no admission of fact, law or liability by this Notice, and expressly reserve all defenses, motions and/or pleas. Defendants pray that the State Court Action be removed to this Court, that all further proceedings in the State Court Action be stayed, and that Defendants receive all additional relief to which they are entitled.

///

[Signature Block on Following Page]

Dated: March 25, 2010

LOCKE LORD BISSELL & LIDDELL LLP

By: 
Nina Huerta
Daniel A. Solitro

Attorneys for Defendants
AMERICAN HOME MORTGAGE
SERVICING, INC and DAVID FRIEDMAN

642658v.2

Locke Lord Bissell & Liddell LLP
300 South Grand Avenue, Suite 2600
Los Angeles, CA 90071

EXHIBIT 1



CT Corporation

**Service of Process
Transmittal**

02/23/2010

CT Log Number 516201084

TO: Eric Spett, Litigation Attorney
American Home Mortgage Servicing, Inc.
1525 Bellline Road
Coppell, TX 75019

RE: Process Served in California

FOR: American Home Mortgage Servicing, Inc. (Domestic State: DE)

ENCLOSED ARE COPIES OF LEGAL PROCESS RECEIVED BY THE STATUTORY AGENT OF THE ABOVE COMPANY AS FOLLOWS:

TITLE OF ACTION: Arletta Wright, Pltf. vs. American Home Mtg Servicing, Inc. and David Friedman, etc., Dfts.
Name discrepancy noted.

DOCUMENT(S) SERVED: Notice, Notice of Case Management Conference, Summons, Complaint, Cover Sheet, Certificate, Attachment(s)

COURT/AGENCY: Riverside County, Superior Court, Riverside, CA
Case # RIC10002617

NATURE OF ACTION: Fraud - did not disclose to plaintiff facts stating in writing that the principal balance of the loan would go up every day instead of going down monthly

ON WHOM PROCESS WAS SERVED: C T Corporation System, Los Angeles, CA

DATE AND HOUR OF SERVICE: By Process Server on 02/23/2010 at 11:12

APPEARANCE OR ANSWER DUE: Within 30 days after service - file written response // 8/17/10 at 8:30 a.m. - Case Management Conference

ATTORNEY(S) / BENDER(S): Arletta Wright
PO Box 891802
Temecula, CA 92589
951 520 7811

ACTION ITEMS: CT has retained the current log, Retain Date: 02/23/2010, Expected Purge Date: 02/28/2010
Image SOP
Email Notification, Eric Spett litigation@ahmsl3.com

SIGNED: C T Corporation System
PER: Nancy Flores
ADDRESS: 818 West Seventh Street
Los Angeles, CA 90017
TELEPHONE: 213-337-4615

IRVING LEGAL

FEB 24 2010

DATE RECEIVED

Page 1 of 1 / JC

Information displayed on this transmittal is for CT Corporation's record keeping purposes only and is provided to the recipient for quick reference. This information does not constitute a legal opinion as to the nature of action, the amount of damages, the answer date, or any information contained in the documents themselves. Recipient is responsible for interpreting said documents and for taking appropriate action. Signatures on certified mail receipts confirm receipt of package only, not contents.

2-23-10 11:12AM

SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE
4050 Main Street
Riverside, CA 92501
www.riverside.courts.ca.gov

NOTICE OF ASSIGNMENT TO DEPARTMENT FOR CASE MANAGEMENT PURPOSES
AND CASE MANAGEMENT CONFERENCE (CRC 3.722)

WRIGHT VS AMERICAN HOME MORTGAGE

CASE NO.. RIC 10002617

This case is assigned to the Honorable Judge Douglas E. Weathers in Department 03 as the case management department. The Case Management Conference is scheduled for 08/17/10 at 8:30 in Department 03.

The plaintiff/cross-complainant shall serve a copy of this notice on all defendants/cross-defendants who are named or added to the complaint and file proof of service.

Any disqualification pursuant to CCP Section 170.6(2) shall be filed in accordance with that section.

CERTIFICATE OF MAILING

I certify that I am currently employed by the Superior Court of California, County of Riverside, and that I am not a party to this action or proceeding. In my capacity, I am familiar with the practices and procedures used in connection with the mailing of correspondence. Such correspondence is deposited in the outgoing mail of the Superior Court. Outgoing mail is delivered to and mailed by the United States Postal Service, postage prepaid, the same day in the ordinary course of business. I certify that I served a copy of the foregoing notice on this date, by depositing said copy as stated above.

Dated: 02/18/10

Court Executive Officer/Clerk

By: THOMAS DANIELS Deputy Clerk

ac:cmc;cmcb;cmch;cmct;cmcc
cmccb;cmch;cmct

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

American Home Mtg Servicing Inc & David Friedman, CEO

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

Arletta Wright

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

FEB 18 2010

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. NOTE: The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que lo queda más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión o abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desochar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Superior Court Riverside County Civil
4050 Main Street, Riverside, California 92501, Phone: (951)955-4600

CASE NUMBER:
(Número del Caso):

RIC10002617

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Arletta Wright, P.O. Box 891802, Temecula, California 92589, Phone: (951)520-7811

DATE: 02-18-10
(Fecha)Clerk, by
(Secretario)

ed

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

[SEAL]

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):

under: <input type="checkbox"/> CCP 416.10 (corporation)	<input type="checkbox"/> CCP 416.60 (minor)
<input type="checkbox"/> CCP 416.20 (defunct corporation)	<input type="checkbox"/> CCP 416.70 (conservatee)
<input type="checkbox"/> CCP 416.40 (association or partnership)	<input type="checkbox"/> CCP 416.90 (authorized person)
<input type="checkbox"/> other (specify):	
4. ☐ by personal delivery on (date):

1. Plaintiff* (name or names):
Arletta Wright
alleges causes of action against defendant* (name or names):
American Home Mortgage Servicing, Inc. & David Friedman, CEO

2. This pleading, including attachments and exhibits, consists of the following number of pages:

3. a. Each plaintiff named above is a competent adult
☐ except plaintiff (name):
(1) ☐ a corporation qualified to do business in California
(2) ☐ an unincorporated entity (describe):
(3) ☐ other (specify):

b. ☐ Plaintiff (name):
a. ☐ has complied with the fictitious business name laws and is doing business under the fictitious name (specify):
b. ☐ has complied with all licensing requirements as a licensed (specify):
c. ☐ Information about additional plaintiffs who are not competent adults is shown in Attachment 3c.

4. a. Each defendant named above is a natural person
☒ except defendant (name): American Home MSI ☒ except defendant (name): David Friedman, CEO
(1) ☐ a business organization, form unknown
(2) ☒ a corporation
(3) ☐ an unincorporated entity (describe):
(4) ☐ a public entity (describe):
(5) ☐ other (specify):

(1) ☐ a business organization, form unknown
(2) ☐ a corporation
(3) ☐ an unincorporated entity (describe):
(4) ☐ a public entity (describe):
(5) ☒ other (specify): a individual

Exhibit 1, Pg. 9

PLD-C-001

SHORT TITLE: Wright vs American Home Mtg Servicing, Inc & David Friedman, CEO	CASE NUMBER:
----------------------------------------------------------------------------------	--------------

4. (Continued)
- b. The true names of defendants sued as Does are unknown to plaintiff.
- (1) ☐ Doe defendants (specify Doe numbers): _____ were the agents or employees of the named defendants and acted within the scope of that agency or employment.
- (2) ☐ Doe defendants (specify Doe numbers): _____ are persons whose capacities are unknown to plaintiff.
- c. ☐ Information about additional defendants who are not natural persons is contained in Attachment 4c.
- d. ☐ Defendants who are joined under Code of Civil Procedure section 382 are (names): _____
5. ☐ Plaintiff is required to comply with a claims statute, and
- a. ☐ has complied with applicable claims statutes, or
- b. ☐ is excused from complying because (specify): _____
6. ☒ This action is subject to ☒ Civil Code section 1612.10 ☐ Civil Code section 2984.4.
7. This court is the proper court because
- a. ☐ a defendant entered into the contract here.
- b. ☐ a defendant lived here when the contract was entered into.
- c. ☐ a defendant lives here now.
- d. ☐ the contract was to be performed here.
- e. ☐ a defendant is a corporation or unincorporated association and its principal place of business is here.
- f. ☒ real property that is the subject of this action is located here.
- g. ☐ other (specify): _____
8. The following causes of action are attached and the statements above apply to each (each complaint must have one or more causes of action attached):
- ☒ Breach of Contract
- ☐ Common Counts
- ☒ Other (specify):
Fraud
9. ☒ Other allegations:
defendants predatory lending violated federal and state laws Truth in Lending Act; Proximir's Truth in Lending Act, RESPA Section 6, Consumer Credit Protection Laws forcing plaintiff's home to foreclose.
10. Plaintiff prays for judgment for costs of suit; for such relief as is fair, just, and equitable; and for
- a. ☒ damages of: \$240,513.59
- b. ☐ Interest on the damages
- (1) ☒ according to proof
- (2) ☐ at the rate of (specify): _____ percent per year from (date): _____
- c. ☐ attorney's fees
- (1) ☐ of: \$ _____
- (2) ☐ according to proof.
- d. ☒ other (specify): _____
for such other relief as the Court deems just and fair.
11. ☐ The paragraphs of this pleading alleged on information and belief are as follows (specify paragraph numbers): _____

Date: 02-17-10

Arletta Wright

(TYPE OR PRINT NAME)

Arletta Wright

(SIGNATURE OF PLAINTIFF OR ATTORNEY)

(If you wish to verify this pleading, affix a verification.)

PLD-C-001(3)

SHORT TITLE:

Wright vs American Home Mtg Servicing Inc & David Friedman, CEO

CASE NUMBER:

First

(number)

CAUSE OF ACTION—Fraud

ATTACHMENT TO ☒ Complaint ☐ Cross-Complaint

(Use a separate cause of action form for each cause of action.)

FR-1. Plaintiff (name): Arletta Wright

alleges that defendant (name): American Home Mtg Servicing, Inc & David Friedman, CEO

on or about (date): 12-21-06

defrauded plaintiff as follows:

FR-2. ☒ Intentional or Negligent Misrepresentationa. Defendant made representations of material fact ☐ as stated in Attachment FR-2.a ☒ as follows:

Defendants sold plaintiff a fraudulent Predatory Loan, did not disclose to plaintiff facts stating or, explaining in writing the fact the principal balance of the loan, would go up every day instead of going down monthly. Plaintiff was sold a excessively high interest rate loan with high fees, defendants broke federal and state laws intentionally misleading plaintiff, some laws broken were Truth in Lending, Proxmire's Truth in Lending, RESPA Section 6, Consumer Protection Act, defendant caused destruction of plaintiff's credit history, plaintiff now in foreclosure, because of defendant's Predatory Loan.

b. These representations were in fact false. The truth was ☒ as stated in Attachment FR-2.b ☐ as follows:

Defendants committed fraud failed to disclose true facts about this predatory loan, this loan is fraudulent & deceptive, defendants have been abusive misleading regarding lending practices, impossible for the average person to maintain with a loan balance consistently going up, impossible to refinance, defendants charged excessive prepayment penalties if plaintiff's loan paid off prior to 3 yrs making it impossible for plaintiff to refinance or avoid foreclosure sale.

c. When defendant made the representations,

☒ defendant knew they were false, or☐ defendant had no reasonable ground for believing the representations were true.

d. Defendant made the representations with the intent to defraud and induce plaintiff to act as described in item FR-5. At the time plaintiff acted, plaintiff did not know the representations were false and believed they were true. Plaintiff acted in justifiable reliance upon the truth of the representations.

FR-3. ☒ Concealmenta. Defendant concealed or suppressed material facts ☐ as stated in Attachment FR-3.a ☒ as follows:

Defendants failed to disclose to plaintiff as required by RESPA Section 6, principal balance would continue to increase for life of the loan defendants concealed suppressed material facts.

b. Defendant concealed or suppressed material facts

☒ defendant was bound to disclose.☐ by telling plaintiff other facts to mislead plaintiff and prevent plaintiff from discovering the concealed or suppressed facts.

c. Defendant concealed or suppressed these facts with the intent to defraud and induce plaintiff to act as described in item FR-5. At the time plaintiff acted, plaintiff was unaware of the concealed or suppressed facts and would not have taken the action if plaintiff had known the facts.

Page 1

PLD-C-001(3)

SHORT TITLE:
Wright vs American Home Mtg Servicing Inc & David Friedman, CEO

CASE NUMBER:

First

CAUSE OF ACTION—Fraud

(number)

FR-4. ☐ Promise Without Intent to Perform

- a. Defendant made a promise about a material matter without any intention of performing it ☐ as stated in Attachment FR-4.a ☐ as follows:

- b. Defendant's promise without any intention of performance was made with the intent to defraud and induce plaintiff to rely upon it and to act as described in Item FR-5. At the time plaintiff acted, plaintiff was unaware of defendant's intention not to perform the promise. Plaintiff acted in justifiable reliance upon the promise.

FR-5. In justifiable reliance upon defendant's conduct, plaintiff was induced to act ☐ as stated in Attachment FR-5 ☒ as follows:

Plaintiff continued to pay on defendants fraudulent Predatory Loan unaware the loan balance would never go down as long as plaintiff paid the interest only amount, plaintiff did not understand defendants Predatory Loan, defendants intentionally and negligently did not fully, explain thoroughly the terms of the Predatory Loan. Plaintiff relied on defendant to fully explain the terms of the loan as required by RESPA Section 6, and Truth in Lending Act. Defendants induced plaintiff to purchase the loan, not knowing plaintiff would lose money, plaintiff made a huge down payment of the home of \$150,000, because defendant did not explain the terms of the loan plaintiff was charged and lost a additional negative amount of \$65,513.59 in real property equity and loan cost, because of the negative amortization predatory loan sold to plaintiff by defendants.

FR-6. Because of plaintiff's reliance upon defendant's conduct, plaintiff has been damaged ☐ as stated in Attachment FR-6 ☒ as follows:

Plaintiff's home is currently in foreclosure due to defendants fraudulent, deceptive, abusive lending practices, defendants are threatening to sale plaintiff's home. Because of defendants fraud, plaintiff principal balance on the home has increased enormously from \$542,700 on 12-21-06 to \$608,213.59 as of 02-17-10 plaintiff should be reimbursed for equity loss of \$65,513.59 and \$150,000 dollars plaintiff put down on the home, plaintiff needs to relocate, if defendants refuse to modify this predatory loan. relocation cost will be \$25,000, defendants have caused plaintiff a total of \$240,513.59 in damages. As a result of defendants fraud, defendants did not comply with federal state laws and guidelines, defendants failed to comply with the Truth in Lending Act.

FIR - 7. Other:

Defendants have destroyed plaintiff's credit history, made it impossible for plaintiff to refinance the loan, impossible to save the home, defendants should correct their fraudulent actions, by lowering the interest rate, reducing the principal balance by a justifiable reduced amount \$65,513.59, bringing loan balance back to the original amount of \$542,700, making monthly payments affordable, defendants should work with plaintiff to modify the loan to a fixed affordable rate, defendants currently have made it impossible to reasonably to work with this abusive fraudulent predatory loan.

Page 2

PLD-C-001(1)

SHORT TITLE:

Wright vs American Home Mtg Servicing Inc & David Friedman, CEO

CASE NUMBER:

Second

(number)

CAUSE OF ACTION—Breach of Contract

ATTACHMENT TO ☒ Complaint ☐ Cross - Complaint

(Use a separate cause of action form for each cause of action.)

BC-1. Plaintiff (name): Arletta Wright

alleges that on or about (date): 12-21-06

a ☒ written ☐ oral ☐ other (specify):

agreement was made between (name parties to agreement):

Arletta Wright & American Home Mtg Servicing Inc & David Friedman, CEO

☐ A copy of the agreement is attached as Exhibit A, or☒ The essential terms of the agreement ☐ are stated in Attachment BC-1 ☒ are as follows (specify):

If the loan has an adjustable interest rate, the amount of the prepayment penalty may increase or decrease based on a change in the interest rate. Loan number is 0031544893.

BC-2. On or about (dates): 12-21-06

defendant breached the agreement by ☐ the acts specified in Attachment BC-2 ☒ the following acts (specify):

defendants committed fraud against plaintiff from the date the loan documents were signed due to predatory lending practices, federal and state laws require mortgage lenders to make the interest rate and total cost of a loan absolutely clear, defendants never gave plaintiff a disclosure stating plaintiff's principal loan balance would go up every day, month and year, laws that were broken by defendants were Truth in Lending Act and RESPA Section Six.

BC-3. Plaintiff has performed all obligations to defendant except those obligations plaintiff was prevented or excused from performing.

BC-4. Plaintiff suffered damages legally (proximately) caused by defendant's breach of the agreement

☐ as stated in Attachment BC-4 ☒ as follows (specify):

defendants predatory lending practices violated federal and state laws because defendants broke these laws plaintiff has loss \$65,513.59 in home equity, plaintiff down payment was \$150,000 and if defendants are not willing to modify this predatory loan defendants sold plaintiff, plaintiff relocation cost will be approximately \$25,000. Total damages for plaintiff is \$240,513.59 as a result of defendants deceptive fraudulent lending practice and defendants predatory loan.

BC-5. ☐ Plaintiff is entitled to attorney fees by an agreement or a statute☐ of \$☐ according to proof.BC-6. ☒ Other:

as a result of defendants fraudulent predatory lending it should be mandatory for defendants to correct the wrongful illegal actions, plaintiff should be entitled to a lower mortgage fixed interest rate, lower house note payment, all arrears should be put at the end of the loan balance, no up front cost for plaintiff to pay because of being delinquent on plaintiff's loan, stop all foreclosure actions and all foreclosure pending sale of plaintiff's home.

Page 1

Page 1 of 1

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Arletta Wright P.O. Box 891802 Temecula, California 92589		FOR COURT USE ONLY
TELEPHONE NO.: (951)520-7811 FAX NO.: ATTORNEY FOR (Name): Pro per		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Riverside STREET ADDRESS: 4050 Main Street MAILING ADDRESS: P.O. Box 431 CITY AND ZIP CODE: Riverside, California 92501 BRANCH NAME: Riverside Superior Court Civil Division		
CASE NAME: Wright vs American Home Mtg Servicing, Inc & David Friedman, CEO		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		CASE NUMBER:
Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PIP/DWD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PIP/DWD (23) Non-PIP/DWD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PIP/DWD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input checked="" type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Assail forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify):
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 02-17-10
 Arletta Wright

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

SUPERIOR COURT, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

<input type="checkbox"/> BANNING 135 N. Alessandro Road, Banning, CA 92220	<input type="checkbox"/> MURRIETA 30765-D Auld Road, Murrieta, CA 92563
<input type="checkbox"/> BLYTHE 265 North Broadway, Blythe, CA 92225	<input checked="" type="checkbox"/> RIVERSIDE 4050 Main St, Riverside, CA 92501
<input type="checkbox"/> HEMET 880 N. State St, Hemet, CA 92343	<input type="checkbox"/> RIVERSIDE 4175 Main St, Riverside, CA 92501
<input type="checkbox"/> INDIO 46-200 Oasis St, Indio, CA 92201	<input type="checkbox"/> TEMECULA 41002 County Center Dr., #100, Temecula, CA 92591
<input type="checkbox"/> MORENO VALLEY 13800 Heacock St. #0201, Moreno Valley, CA 92553	

Name and Address

Arletta Wright
P.O. Box 891802
Temecula, California 92589
Pro per

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

FEB 18 2010

Attorney for Plaintiff
or Party without Attorney

Arletta Wright

Plaintiff(s)

VS.

American Home Mtg Servicing Inc &
David Friedman, CEO

Defendant(s)

CASE NO. R1C10002017

CERTIFICATE OF COUNSEL

The undersigned certifies that this matter should be tried or heard in the
Superior Court County of Riverside Court for the following reason:

- ☒ The action arose in this judicial district.
☐ The action concerns real property located in this judicial district.
☐ The defendant resides in this judicial district.

Dated: 02-17-10

Arletta Wright

Signed by:

ARLETTA WRIGHT
ATTORNEY FOR PLAINTIFF(S)
OR PARTY WITHOUT ATTORNEY

Pro per

1 Arletta Wright
2 P.O. Box 891802
3 Temecula, California 92589
4 Phone: (951)520-7811

5 Superior Court of the State of California in and of the County of Riverside
6 Civil Division

7 Arletta Wright,
8 Plaintiff,

Case No.
Cause of Action: Fraud, Breach of Contract.

9 American Home Mortgage Servicing, Inc. &
10 David Friedman, CEO
11 Defendants ,

IRVING LEGAL

FEB 24 2010

12 Nature of Complaint
13 Plaintiff Alleges:

DATE RECEIVED

- 14 1. This court is the proper court for the action because:
15 2. Incidence of violation of Fraud and Breach of Contract took place in this area served by the court.
16 3. The amount of damages claimed in this action does exceed \$25,000.

17 The act of taking advantage of plaintiff for monetary gain. Which includes charging extremely high
18 interest rates and fees. The Predatory Lending Practices imposed by the defendants have turned
19 plaintiff dreams of homeownership into a nightmare. Defendants have tried to foreclose on
20 plaintiff's real property. Plaintiff is in foreclosure as a result of defendants unfair, deceptive,
21 abusive, wrongful, fraudulent lending practices. Defendants have violated several federal and state
22 laws, Truth in Lending Act, Proxmire's Truth in Lending Act, Real Estate Procedures Act (RESPA),
23 Section 6, Consumer Credit Protection Act. Proxmire's Truth in Lending Act requires mortgage
24 lenders to make the interest rate and total cost of a loan absolutely clear. This was not done by
25 defendants. Defendants had a responsibility to disclose the fact that plaintiff's principal loan balance
26 balance would continue to go up instead of down for the life of the Predatory loan. Plaintiff will
27 continue to lose thousands of dollars of real property equity for the life of the Predatory Loan.
28 Defendants intentionally, knowingly, negligently, deceived plaintiff into a predatory loan.
Forcing plaintiff into foreclosure. As a result of defendants fraudulent deceptive wrongful
abusive lending practices.

I.
CAUSE OF ACTION FRAUD

Fraud is an intentional misrepresentation of material existing fact made by one person to another with knowledge of its falsity and for the purpose of inducing the other person to act, and upon which the other person relies with resulting injury or damage. Fraud may also be made by an omission or purposeful failure to state material facts, which nondisclosure makes other statements misleading. Statements can be written or oral statements. Fraud can be a person, company or agency making a promise did so without any present intent to perform it or with a positive intent not to perform it. The false statement written or oral omission is material, meaning that it was significant to the decision to be made. Fraud was committed against the plaintiff by defendants due to the fact that defendants knowingly and intentionally, not mistakenly or accidentally, knew of the falsity of this mortgage loan. Defendants acted in negligent disregard of its truth or falsity. Defendants intended to injury plaintiff due to the fact defendants were well aware that this Negative Amortization Loan would increase the plaintiff's loan balance and rob the plaintiff of plaintiff's equity on the plaintiff's home. Plaintiff relied on the defendants misrepresentation or omission which resulted in plaintiff's Damages. Damages of foreclosure status of plaintiff's home. If it were not for fraudulent actions of the defendants, plaintiff's home would not be in foreclosure. Due to the fact defendants sold plaintiff a Predatory Loan. Injury and damages to plaintiff is the threat of plaintiff's property being sold, and the fact that plaintiff's real property is in foreclosure status, which means damage and injury to plaintiff credit history, making it impossible for plaintiff to refinance plaintiff's real property. Defendants caused this injury and damages to plaintiff and it would not have occurred if defendants had not sold plaintiff a fraudulent Predatory Loan.

I.
CAUSE OF ACTION FRAUD

Which is a form of robbery, robbing plaintiff of thousands of dollars of home equity. Defendants have forced plaintiff to foreclosure due to a deceptive, unfair, unlawful, Fraudulent Predatory Loan with excessive high fees and extremely high interest rates. Defendants have stripped plaintiff's wealth and income. Defendants have sold plaintiff this Predatory loan with enormous hidden fees. Defendants charged plaintiff for unnecessary products, and terms designed to trap plaintiff into outrageous debt. Defendants have concealed expensive details regarding this Predatory Loan. Defendants intentionally misrepresented the truth in writing for the purpose of obtaining thousands of dollars in profit, defendants induced plaintiff. Defendants intended to rob plaintiff, this is a was mortgage fraud, mortgage abuse. Defendants abused plaintiff's finances by intentional causing plaintiff to go into excessive, enormous debt, hurting, injured plaintiff's life savings, this treatment by defendants is wrongful, unreasonable, unjustifiable, deceptive, fraudulent treatment in written and oral actions. Defendants Predatory Loan sold to plaintiff is unjustified, risk based pricing, charging more in the form of higher interest rates and fees. Plaintiff was unaware of the terms or meaning of the loan at the time Plaintiff signed for this Predatory Loan sold by defendants. Plaintiff was unaware the balance of plaintiff's real property would go up instead of down, every year plaintiff's principal balance on the real property would increase instead of decrease. Plaintiff was unaware plaintiff was signing fraudulent loan terms, defendants cleverly designed this Predatory Loan sold to plaintiff, to be very difficult to meet the terms, defendants designed this fraudulent loan to keep the plaintiff coming back and renewing this fraud loan, defendant used aggressive, deceptive tactics to entice plaintiff to borrow, a fraud loan that made it impossible for plaintiff to repay, making plaintiff vulnerable to foreclosure, defendants preyed on plaintiff as a subprime borrower. Defendants applied a bait and switch approach, using balloon payments

1.
CAUSE OF ACTION FRAUD

which force plaintiff to refinance. Defendants structured this Predatory Loan whereas plaintiff would not be able to afford the home loan. Plaintiff has been victimized by defendants charging wrongful, unlawful excessive fees. Defendants injured plaintiff with unscrupulous lending practices. defendants have been unfair, unjustified and injured plaintiff by. Creating a payment schedule that does not fully pay off the principal balance by the end of the term of plaintiff's real property loan. defendants created a payment schedule that causes the principal balance to increase. Defendants have stripped plaintiff of home equity, forced plaintiff into foreclosure, destabilized plaintiff's family life. Defendants have taken advantage of plaintiff with Predatory Lending practices. Defendants have demonstrated unwillingness to work with plaintiff to resolve the fraudulent situation defendants have created for plaintiff. Yet, defendants are unwilling to resolve this fraudulent situation. By sending plaintiff warning letters of foreclosure threatening to sell plaintiff's home. Defendants have intentionally misled plaintiff's and put plaintiff's in a precarious financial situation. Plaintiff are in a troubled financial situation and have turned to defendants for assistance and defendants have turned plaintiff away. This is absolute fraud, because the Predatory fraudulent Loan was sold to plaintiff by defendants. Defendants Predatory Loan have resulted in plaintiff defaulting on plaintiff's mortgage loan, caused plaintiff financial loss, emotional injury to plaintiff and plaintiff's family.

Defendants Predatory lending is unfair, abusive loan terms placed on plaintiff. Defendants took advantage of plaintiff's lack of understanding of very complicated loan terms. Defendants intentionally deceived plaintiff through misrepresentation and fraud. Defendants have turned plaintiff's dream of homeownership into a nightmare. Defendants Predatory has totally caused plaintiff foreclosure which could result in plaintiff's real property to be sold. Defendants Predatory

I.
CAUSE OF ACTION FRAUD

Lending and adjustable rate mortgage loan has made it extremely difficult for plaintiff. Defendants have made it impossible for plaintiff to do a loan modification or a refinance because now plaintiff has foreclosure status on plaintiff's credit history. Defendant have intentionally injured plaintiff because of defendants wrongful, deceptive, abusive, fraudulent Predatory Lending Practices. Plaintiff life has been negatively turned upside down emotionally and financially. This foreclosure has negatively affected plaintiff and plaintiff's family.

II.
CAUSE OF ACTION BREACH OF CONTRACT DEFENDANTS VIOLATED FEDERAL LAWS
TRUTH IN LENDING ACT, PROXIMES TRUTH IN LENDING ACT,
TITLE I CONSUMER CREDIT PROTECTION ACT

A Breach of Contract is a legal concept in which a binding agreement for bargained for Exchange is not honored by one or more of the parties to the contract by non-performance, Or interference with the other party's performance. Defendants fail to perform, obey and Are in violation of Federal and State Laws. Plaintiff is protected against unfair lending Practices under the Truth in Lending Act. Truth in Lending Act requires the defendants To honestly disclose all loan details. So that the plaintiff can compare rates with other lenders. Defendants violated the Truth and Lending Act, by not fully disclosing to plaintiff the true Terms and conditions of this mortgage loan. Defendants violated this federal law, Truth in Lending Act, by intentionally placing plaintiff in loan products with significantly Worse terms and higher costs than loans offered to similarly qualified consumers. For the Primary purpose of enriching the defendants with little or no regard for the costs to plaintiff. Defendants have been unscrupulous toward plaintiff. Defendants were obligated by Federal

II.

CAUSE OF ACTION BREACH OF CONTRACT DEFENDANTS VIOLATED FEDERAL LAWS
TRUTH IN LENDING ACT, PROXIMIRE'S TRUTH IN LENDING ACT,
TITLE I CONSUMER CREDIT PROTECTION ACT

and State Laws to reduce confusion plaintiff had regarding the Negative Amortization Loan.

Resulting from different methods of computing interest and prevent fraud, deception and

Unfair business practices. Defendants had a legal obligation to disclose certain basic

Information so that plaintiff could understand exactly what the mortgage loan costs were.

The Truth in Lending Act requires that the terms in transactions involving consumer credit

Be fully explained to the prospective borrower. The Federal Truth in Lending Act, requires

Mortgage lenders to disclose all the various credit terms in a mortgage loan. Therefore,

Plaintiff is protected from unfair, abusive, wrongful, deceptive, fraudulent Predatory Lending

Loans and Practices, that the defendants in this case have subjected the plaintiff to. Plaintiff

is also protected by the Consumer Credit Protection Act passed in 1968, requiring all credit

lenders to be explicit about the true costs of credit transactions, by requiring clear disclosure

of key terms of the lending arrangement and all costs. Proxmire's Truth in Lending Act

requires mortgage lenders to make the interest rate and total cost of a loan absolutely clear.

Defendants violated the Proxmire's Truth in Lending Act. By failing to make clear to the

Plaintiff the major fact that plaintiff's principal loan balance would go up every, month and

every year plaintiff paid on defendants Predatory fraudulent Negative Amortization Loan.

Defendants have demonstrated unwillingness to work with plaintiff professionally.

Plaintiff has consistently received none responsive customer service from defendants.

Plaintiff has consistently contacted defendants to no avail. By fax, telephone, and written

Correspondence. Plaintiff has conscientiously tried to work cooperatively with defendants.

To reach a reasonable solution in hopes of avoiding foreclosure. No reasonable solution has

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II.

CAUSE OF ACTION BREACH OF CONTRACT DEFENDANTS VIOLATED FEDERAL LAWS
TRUTH IN LENDING ACT, PROXIMES, TRUTH IN LENDING ACT,
TITLE I CONSUMER CREDIT PROTECTION ACT

met. Defendants Predatory Lending supports a credit system that promotes inequality, poverty which placed plaintiff into a higher interest rate loan than plaintiff credit risk would call for. Plaintiff is eligible for a loan in the so called prime market. However, plaintiff was channeled into a more expensive fee padded loan, in the subprime market, supposedly just for credit risks. The result was defendants ended up padding defendants profit margins by draining away plaintiff equity, built in plaintiff home over the years. Defendant used computers to determine plaintiff's credit risk in ways that make predatory lending easier. This has imposed unfair abusive loan terms on plaintiff. Defendant has aggressive sales tactics, taking advantage of plaintiff's lack of understanding, of extremely complicated transactions was outright deception. Defendants deceptive illegal mortgage practices put plaintiff into a loan with devastating financial consequences. Plaintiff in good faith has attempted to mediate this loan. Defendant is the true beneficiary of plaintiff's real property. Plaintiff has a right to have plaintiff's property assessed on current fair market value. Plaintiff's Real property was intentionally price hyper inflated. Caused plaintiff to enter into a loan Requiring plaintiff, to pay back far more value than the property is worth. In turn depriving Plaintiff of security that was represented. It is not a reasonable assumption plaintiff acting with full Knowledge of true facts. Would not have purchased such an security of real property.

III.
CAUSE OF ACTION BREACH OF CONTRACT DUE TO VIOLATION OF THE
REAL ESTATE SETTLEMENT PROCEDURES ACT (RESPA)

Defendants violated the Real Estate Settlement Procedures Act (RESPA). The purpose of (RESPA) is to eliminate kickbacks and referral fees that unnecessarily increase the costs of certain settlement services. RESPA, requires that plaintiff receives disclosures at various times. Defendants disclosures should have spelled out the fact that plaintiff's mortgage loan balance would continue to go up every month instead of going down. Defendants did not outline loan servicing and escrow account practices to plaintiff. Nor did defendants explain to plaintiff the relationship between settlement service providers. Defendants increased plaintiff's settlement servicing costs. The plaintiff has a right according to RESPA Law to bring a lawsuit for violations of Section six of RESPA within three years and may obtain damages, as well as additional damages if the pattern of noncompliance continues to be a pattern towards plaintiff. Plaintiff has repeatedly telephoned defendants requesting defendants work with plaintiff to avoid foreclosure. Defendants have absolutely refused to work with plaintiff to reach a reasonable solution to plaintiff serious foreclosure problem which defendants created and forced plaintiff into foreclosure. This is a Breach of Contract on the part of defendants it is unprofessional wrongful actions.

IV.
CONCLUSION BREACH OF CONTRACT AND MORTGAGE FRAUD
COMMITTED BY DEFENDANTS

Predatory Lending is a dishonest, deceptive practice, a form of robbery by defendants.

In order for defendants to take advantage of plaintiff. Defendants gave plaintiff a type of mortgage loan that falls between appropriate risk based pricing and blatant fraud and combines certain products, terms, prices and practices. Defendants extended plaintiff this loan without making sure the plaintiff understood the terms of the loan. Not educating plaintiff on the fact this Negative Amortization Loan would go up every month instead of going down. Defendants did not inform plaintiff in order for plaintiff to make a wise careful decision. Defendants did not make a honest effort to guarantee to be helpful in assisting plaintiff to retain ownership of Plaintiff's home in the future. Defendants are were negligent and displayed willfully Disregard for federal and state laws. Such as, Truth in Lending Act, Proxmire Truth in Lending Act, Consumer Credit Protection Act Title I, Real Estate Settlement Procedures Act (RESPA) Section Six.

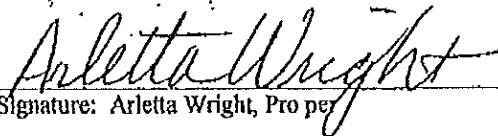
V.

PLAINTIFF PRAYS THE COURT WILL GRANT THE FOLLOWING

Plaintiff prays the court will grant plaintiff \$240,513.59 in damages for the cost of defendants Predatory Fraudulent Loan Practices: Plaintiff put \$150,000 down on the home. Plaintiff lost \$65,513.59 in negative home equity. From the time plaintiff home was purchased til February 2010. If defendants do not modify plaintiff home. Plaintiff moving cost will be approximately \$25,000. Total cost will be \$240,513.59. Defendants should modify plaintiff home to a fixed rate. Correct the fraudulent lending practices defendants committed towards plaintiff. Defendants breached the mortgage contract, defendants violated federal and state laws, the Truth in Lending Act, Proxmire's Truth in Lending Act, these to federal laws state, lenders are required to make the interest rate and total cost of a loan absolutely clear. (RESPA) Section 6, states lenders must disclose all the facts and terms of an mortgage loan. Defendants did not give any disclosures whatsoever that stated plaintiff's mortgage loan would go up every month instead of going down, on a Negative Amortization Loan. Defendants have robbed plaintiff of a home of plaintiff's dreams, robbed plaintiff of plaintiff's equity on plaintiff real property. Defendants deceived plaintiff into believing plaintiff had a excellent deal. Denied plaintiff opportunities for Future Prospective Economic Advantage. Plaintiff has essential totally lost the value in plaintiff's home. While defendants consistently

1 ignore plaintiff's request for mortgage loan modification. Which plaintiff qualifies for.
2 Plaintiff prays the court will grant the thousands of dollars plaintiff has lost in this real property
3 with the deceptive transactions defendants have committed towards plaintiff. Plaintiff prays
4 court will honor the grants of forcing defendants to make this fraudulent home loan transaction
5 contract right in accordance with the federal and state laws. Which stand firm on Truth in Lending
6 Act which passed in 1969. Plaintiff's home should not be in foreclosure nor should plaintiff's
7 home be sold due to the wrongful, deceptive, abusive, fraudulent actions of defendants.

8
9 Respectfully submitted,

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11  2-17-10
12 Signature: Arletta Wright, Pro per Dated
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STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

)
) ss.

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is: 300 South Grand Avenue, Suite 2600, Los Angeles, CA 90071. On March 25, 2010, I served the foregoing document described as:

DEFENDANTS' NOTICE OF REMOVAL [28 U.S.C. §§ 1331, 1332 and 1441]

on the parties or attorneys for parties in this action who are identified on the attached service list, using the following means of service. (If more than one means of service is checked, the means of service used for each party is indicated on the attached service list).

- ☐ **BY PERSONAL SERVICE.** I placed ___ the original or ___ a true copy of the foregoing document in sealed envelopes individually addressed to each of the parties on the attached service list, and caused such envelope to be delivered by hand to the offices of each addressee.
- ☐ **BY FACSIMILE TRANSMISSION.** I caused ___ the original or ___ a true copy of the foregoing document to be transmitted to each of the parties on the attached service list at the facsimile machine telephone number as last given by that person on any document which he or she has filed in this action and served upon this office.
- ☒ **BY MAIL.** I placed ___ the original or ☒ a true copy of the foregoing document in a sealed envelope individually addressed to each of the parties on the attached service list, and caused each such envelope to be deposited in the mail at 300 South Grand Avenue, Suite 2600, Los Angeles, CA 90071. Each envelope was mailed with postage thereon fully prepaid. I am readily familiar with this firm's practice of collection and processing of correspondence for mailing. Under that practice, mail is deposited with the United States Postal Service the same day that it is collected in the ordinary course of business.
- ☐ **BY E-MAIL.** I caused the foregoing document(s) to be transmitted by e-mail electronic transmission to the e-mail address on the attached service list as last given by that person on any document which he or she has filed in this action and served upon this office.
- ☐ **BY EXPRESS MAIL.** I placed ___ the original or ___ a true copy of the foregoing document in a sealed envelope individually addressed to each of the parties on the attached service list, and caused each such envelope to be deposited in the mail at 300 South Grand Avenue, Suite 2600, Los Angeles, CA 90071. Each envelope was mailed with Express Mail postage thereon fully prepaid. I am readily familiar with this firm's practice of collection and processing of correspondence for mailing. Under that practice, mail is deposited with the United States Postal Service the same day that it is collected in the ordinary course of business.
- ☐ **BY FEDERAL EXPRESS.** I placed ___ the original or ___ a true copy of the foregoing document in a sealed envelope or package designated by Federal Express with delivery fees paid or provided for, individually addressed to each of the parties on the attached service list, and caused such envelope or package to be delivered at 300 South Grand Avenue, Suite 2600, Los Angeles, CA 90071, to an authorized courier or driver authorized by Federal Express to receive documents.
- ☐ (State) I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- ☒ (Federal) I declare that I am employed in the office of a member of the bar of this court, at whose direction the service was made.

Executed on March 25, 2010, at Los Angeles, California.


Antoinette Y. Taylor

Service List

Plaintiff, Pro Se

Arletta Wright
P.O. Box 891802
Temecula, California 92589
Telephone: (951) 520-7811

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

NOTICE OF ASSIGNMENT TO UNITED STATES MAGISTRATE JUDGE FOR DISCOVERY

This case has been assigned to District Judge Virginia A. Phillips and the assigned discovery Magistrate Judge is Victor B. Kenton.

The case number on all documents filed with the Court should read as follows:

EDCV10 - 447 VAP (VBKx)

Pursuant to General Order 05-07 of the United States District Court for the Central District of California, the Magistrate Judge has been designated to hear discovery related motions.

All discovery related motions should be noticed on the calendar of the Magistrate Judge

===== :
NOTICE TO COUNSEL

A copy of this notice must be served with the summons and complaint on all defendants (if a removal action is filed, a copy of this notice must be served on all plaintiffs).

Subsequent documents must be filed at the following location:

☐ **Western Division**
312 N. Spring St., Rm. G-8
Los Angeles, CA 90012

☐ **Southern Division**
411 West Fourth St., Rm. 1-053
Santa Ana, CA 92701-4516

☒ **Eastern Division**
3470 Twelfth St., Rm. 134
Riverside, CA 92501

Failure to file at the proper location will result in your documents being returned to you.

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I (a) PLAINTIFFS (Check box if you are representing yourself <input type="checkbox"/>) ARLETTA WRIGHT		DEFENDANTS AMERICAN HOME MORTGAGE SERVICING, INC. DAVID FRIEDMAN	
(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same.) (PRO SE) P.O. Box 891802, Temecula, California 92589 Tel: (951) 520-7811		Attorneys (If Known) Nina Huerta, Esq. / Daniel A. Solitro, Esq. Locke Lord Bissell & Liddell LLP 300 South Grand Avenue, Suite 2600, Los Angeles, California 90071 Tel: (213) 485-1500 Fax: (213) 485-1200	

II. BASIS OF JURISDICTION (Place an X in one box only.) <input type="checkbox"/> 1 U.S. Government Plaintiff <input type="checkbox"/> 3 Federal Question (U.S. Government Not a Party) <input type="checkbox"/> 2 U.S. Government Defendant <input checked="" type="checkbox"/> 4 Diversity (Indicate Citizenship of Parties in Item III)	III. CITIZENSHIP OF PRINCIPAL PARTIES - For Diversity Cases Only (Place an X in one box for plaintiff and one for defendant.) <table style="width:100%; border: none;"> <tr> <td style="width:35%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> <td style="width:35%;"></td> <td style="width:10%; text-align: center;">PTF</td> <td style="width:10%; text-align: center;">DEF</td> </tr> <tr> <td>Citizen of This State</td> <td align="center"><input checked="" type="checkbox"/> 1</td> <td align="center"><input type="checkbox"/> 1</td> <td>Incorporated or Principal Place of Business in this State</td> <td align="center"><input type="checkbox"/> 4</td> <td align="center"><input type="checkbox"/> 4</td> </tr> <tr> <td>Citizen of Another State</td> <td align="center"><input type="checkbox"/> 2</td> <td align="center"><input checked="" type="checkbox"/> 2</td> <td>Incorporated and Principal Place of Business in Another State</td> <td align="center"><input type="checkbox"/> 5</td> <td align="center"><input checked="" type="checkbox"/> 5</td> </tr> <tr> <td>Citizen or Subject of a Foreign Country</td> <td align="center"><input type="checkbox"/> 3</td> <td align="center"><input type="checkbox"/> 3</td> <td>Foreign Nation</td> <td align="center"><input type="checkbox"/> 6</td> <td align="center"><input type="checkbox"/> 6</td> </tr> </table>		PTF	DEF		PTF	DEF	Citizen of This State	<input checked="" type="checkbox"/> 1	<input type="checkbox"/> 1	Incorporated or Principal Place of Business in this State	<input type="checkbox"/> 4	<input type="checkbox"/> 4	Citizen of Another State	<input type="checkbox"/> 2	<input checked="" type="checkbox"/> 2	Incorporated and Principal Place of Business in Another State	<input type="checkbox"/> 5	<input checked="" type="checkbox"/> 5	Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6
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Citizen or Subject of a Foreign Country	<input type="checkbox"/> 3	<input type="checkbox"/> 3	Foreign Nation	<input type="checkbox"/> 6	<input type="checkbox"/> 6																				

IV. ORIGIN (Place an X in one box only.) <input type="checkbox"/> 1 Original Proceeding <input checked="" type="checkbox"/> 2 Removed from State Court <input type="checkbox"/> 3 Remanded from Appellate Court <input type="checkbox"/> 4 Reinstated or Reopened <input type="checkbox"/> 5 Transferred from another district (specify): <input type="checkbox"/> 6 Multi-District Litigation <input type="checkbox"/> 7 Appeal to District Judge from Magistrate Judge

V. REQUESTED IN COMPLAINT: JURY DEMAND: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Check 'Yes' only if demanded in complaint.) CLASS ACTION under F.R.C.P. 23: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No MONEY DEMANDED IN COMPLAINT: \$ <u>240,513.59</u>

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.) 28 U.S.C. §§ 1331, 1332 and 1441

VII. NATURE OF SUIT (Place an X in one box only.)					
OTHER STATUTES <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce/ICC Rates/etc. <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 810 Selective Service <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 875 Customer Challenge 12 USC 3410 <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Act <input type="checkbox"/> 892 Economic Stabilization Act <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 894 Energy Allocation Act <input type="checkbox"/> 895 Freedom of Info. Act <input type="checkbox"/> 900 Appeal of Fee Determination Under Equal Access to Justice <input type="checkbox"/> 950 Constitutionality of State Statutes	CONTRACT <input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	TORTS PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Fed. Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury-Med Malpractice <input type="checkbox"/> 365 Personal Injury-Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus-Alien Detainee <input type="checkbox"/> 465 Other Immigration Actions	TORTS PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability BANKRUPTCY <input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 CIVIL RIGHTS <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 444 Welfare <input type="checkbox"/> 445 American with Disabilities - Employment <input type="checkbox"/> 446 American with Disabilities - Other <input type="checkbox"/> 440 Other Civil Rights	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus/Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition FORFEITURE / PENALTY <input type="checkbox"/> 610 Agriculture <input type="checkbox"/> 620 Other Food & Drug <input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 630 Liquor Laws <input type="checkbox"/> 640 R.R. & Truck <input type="checkbox"/> 650 Airline Regs <input type="checkbox"/> 660 Occupational Safety/Health <input type="checkbox"/> 690 Other	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 730 Labor/Mgmt. Reporting & Disclosure Act <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS-Third Party 26 USC 7609

FOR OFFICE USE ONLY: Case Number: 5:10-447

AFTER COMPLETING THE FRONT SIDE OF FORM CV-71, COMPLETE THE INFORMATION REQUESTED BELOW.

CONFORM COPY

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ No ☐ Yes
 If yes, list case number(s): _____

VIII(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ No ☐ Yes
 If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

IX. VENUE: (When completing the following information, use an additional sheet if necessary.)

(a) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named plaintiff resides.
☐ Check here if the government, its agencies or employees is a named plaintiff. If this box is checked, go to item (b).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Arletta Wright (Riverside County, California)	

(b) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** named defendant resides.
☐ Check here if the government, its agencies or employees is a named defendant. If this box is checked, go to item (c).

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
	American Home Mortgage Servicing, Inc. (Delaware / Texas) David Friedman (Texas)

(c) List the County in this District; California County outside of this District; State if other than California; or Foreign Country, in which **EACH** claim arose.
Note: In land condemnation cases, use the location of the tract of land involved.

County in this District:*	California County outside of this District; State, if other than California; or Foreign Country
Riverside County, California	

* Los Angeles, Orange, San Bernardino, Riverside, Ventura, Santa Barbara, or San Luis Obispo Counties

Note: In land condemnation cases, use the location of the tract of land involved

X. SIGNATURE OF ATTORNEY (OR PRO PER): _____

Date March 25, 2010

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet.)

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405(g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405(g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. (g))

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

)
) ss.

PROOF OF SERVICE

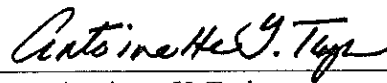
I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is: 300 South Grand Avenue, Suite 2600, Los Angeles, CA 90071. On March 25, 2010, I served the foregoing document described as:

CIVIL COVER SHEET

on the parties or attorneys for parties in this action who are identified on the attached service list, using the following means of service. (If more than one means of service is checked, the means of service used for each party is indicated on the attached service list).

- ☐ **BY PERSONAL SERVICE.** I placed ___ the original or ___ a true copy of the foregoing document in sealed envelopes individually addressed to each of the parties on the attached service list, and caused such envelope to be delivered by hand to the offices of each addressee.
- ☐ **BY FACSIMILE TRANSMISSION.** I caused ___ the original or ___ a true copy of the foregoing document to be transmitted to each of the parties on the attached service list at the facsimile machine telephone number as last given by that person on any document which he or she has filed in this action and served upon this office.
- ☒ **BY MAIL.** I placed ___ the original or ☒ a true copy of the foregoing document in a sealed envelope individually addressed to each of the parties on the attached service list, and caused each such envelope to be deposited in the mail at 300 South Grand Avenue, Suite 2600, Los Angeles, CA 90071. Each envelope was mailed with postage thereon fully prepaid. I am readily familiar with this firm's practice of collection and processing of correspondence for mailing. Under that practice, mail is deposited with the United States Postal Service the same day that it is collected in the ordinary course of business.
- ☐ **BY E-MAIL.** I caused the foregoing document(s) to be transmitted by e-mail electronic transmission to the e-mail address on the attached service list as last given by that person on any document which he or she has filed in this action and served upon this office.
- ☐ **BY EXPRESS MAIL.** I placed ___ the original or ___ a true copy of the foregoing document in a sealed envelope individually addressed to each of the parties on the attached service list, and caused each such envelope to be deposited in the mail at 300 South Grand Avenue, Suite 2600, Los Angeles, CA 90071. Each envelope was mailed with Express Mail postage thereon fully prepaid. I am readily familiar with this firm's practice of collection and processing of correspondence for mailing. Under that practice, mail is deposited with the United States Postal Service the same day that it is collected in the ordinary course of business.
- ☐ **BY FEDERAL EXPRESS.** I placed ___ the original or ___ a true copy of the foregoing document in a sealed envelope or package designated by Federal Express with delivery fees paid or provided for, individually addressed to each of the parties on the attached service list, and caused such envelope or package to be delivered at 300 South Grand Avenue, Suite 2600, Los Angeles, CA 90071, to an authorized courier or driver authorized by Federal Express to receive documents.
- ☐ **(State)** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.
- ☒ **(Federal)** I declare that I am employed in the office of a member of the bar of this court, at whose direction the service was made.

Executed on March 25, 2010, at Los Angeles, California.



Antoinette Y. Taylor

Service List

Plaintiff, Pro Se

Arletta Wright
P.O. Box 891802
Temecula, California 92589
Telephone: (951) 520-7811